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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	CASE NO. 21-31954-HDH-11
	§	
2999TC ACQUISITIONS, LLC,	§	CHAPTER 11
	§	
DEBTOR.	§	
	§	

**AMENDED WITNESS AND EXHIBIT LIST FOR HEARING
ON JUNE 10, 2021 AT 10:30 A.M. (PREVAILING CENTRAL TIME)**

HNGH Turtle Creek, LLC ("**HNGH**") hereby files this *Witness and Exhibit List* for the hearing on the *Motion to Enforce Agreed Orders* [Docket No. 134] (the "**Motion**") scheduled for **Friday, June 10, 2021 at 10:30 a.m.** (prevailing central time) (the "**Hearing**") before the Honorable Scott W Everett, United States Bankruptcy Judge for the Northern District of Texas, Dallas Division:

WITNESSES

HNGH may call one or more of the following witnesses at the Hearing, and reserves its right to supplement this Witness and Exhibit List to include additional witnesses in advance of the Hearing:

1. Vipin Nambiar - HNGH Turtle Creek LLC
2. Nate Christensen - HNGH Turtle Creek LLC
3. Jordan Montgomery Lewis - First Guaranty Bank

4. Julie Blakely - Happy State Bank
5. Any witness called by any other party.
6. Any witness necessary to impeach the testimony of any witness called or designated by any other party.

The HNGH reserves the right to call rebuttal witnesses as necessary.

EXHIBITS

The HNGH may offer into evidence one or more of the following exhibits at the Hearing:

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
1.	<i>HNGH Turtle Creek, LLC's Motion to Dismiss Debtor's Bankruptcy Case or, in the Alternative, for Relief from the Automatic Stay, With Incorporated Brief in Support</i> [ECF #9/10]			
2.	<i>HNGH Turtle Creek, LLC's Objection to Debtor's Expedited Motion to Enforce Automatic Stay and for Sanctions</i> [ECF #19]			
3.	<i>Debtor's Adversary Complaint</i> (Adversary No. 21-ap-03085 - 2999TC Acquisitions, LLC v. HNGH Turtle Creek, LLC et al) [ADV ECF #1]			
4.	<i>Motion to Dismiss and Motion for Sanctions</i> (Adversary No. 21-ap-03085 - 2999TC Acquisitions, LLC v. HNGH Turtle Creek, LLC et al) [ADV ECF #9]			
5.	<i>Motion to Dismiss and Motion for Sanctions Exhibit - Federal Court Order Dismissing Claims with Prejudice</i> [ADV ECF #9-2]			
6.	<i>Motion to Dismiss and Motion for Sanctions Exhibit – Forbearance Agreement</i> [ADV ECF #9-3]			
7.	<i>Agreed Order of Judgment and Dismissal of Adversary Proceeding with Prejudice to Refiling</i> [ADV ECF # 15]			
8.	<i>Agreed Order Regarding Motion to Lift Stay [Doc. 10], Motion to Dismiss [Doc. 9], Motion for Sanctions [Doc. 15] and Motion to Enforce Stay [Doc. 14]</i> [ECF #64]			
9.	<i>Transcript – March 11, 2022 Hearing – Status Conference Regarding March 15 Payoff Deadline</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
10.	<i>2999TC Acquisitions, LLC's Emergency Motion to Extend Time for Payment of Amounts Due and Owing to HNGH Turtle Creek, LLC [ECF #85]</i>			
11.	<i>Motion for Setting and Request for Expedited Hearing on 2999TC Acquisitions, LLC's Emergency Motion to Extend Time for Payment of Amounts Due and Owing to HNGH Turtle Creek, LLC [ECF #86]</i>			
12.	<i>Objection to Debtor's Emergency Motion to Extend Time for Payment of Amounts Due and Owing to HNGH Turtle Creek, LLC [ECF #87]</i>			
13.	<i>Objection to Debtor's Motion for Setting and Request for Expedited Hearing on its Emergency Motion to Extend Time for Payment of Amounts Due and Owing to HNGH Turtle Creek, LLC [ECF #88]</i>			
14.	<i>Transcript – March 22, 2022 Hearing – Status Conference Addressing Debtor's Emergency Motion to Extend Time for Payment of Amounts Due and Owing to HNGH Turtle Creek, LLC</i>			
15.	<i>Joint Stipulation and Agreed Order Modifying Order on Motion to Dismiss and for Relief from Stay [ECF # 91]</i>			
16.	<i>Agreed Order Modifying Order on Motion to Dismiss and for Relief from Stay [ECF # 94]</i>			
17.	<i>Debtors Motion to Compel and Extend Deadlines [ECF #128/129]</i>			
18.	<i>Rule 11 Notice to Debtor, J. Lindauer, K. Walji – May 31 Email from J. Kane to J. Lindauer</i>			
19.	<i>Withdrawal of Extension Notice [ECF #133]</i>			
20.	<i>HNGH Turtle Creek, LLC's Motion to Enforce Agreed Orders [ECF #134]</i>			
21.	<i>Debtor's Schedule G – Executory Contracts and Unexpired Leases [ECF #29]</i>			
22.	<i>Debtor's Amended Schedules A and B – No Revenue or Income Producing Assets [ECF #51]</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
23.	<i>Barton Deposition Excerpt – December 3, 2021 – P 119-120 – Property Occupied by Insider, No Leases, No Revenue</i>			
24.	<i>May 10 Email – Walji to Sendera Title Forwarding Requests to Kane</i>			
25.	<i>May 10 Email – Sendera Title Acknowledgement of Introduction to Kane</i>			
26.	<i>May 10 Email - Kane Sends Payoff Amount to Sendera Title</i>			
26a.	<i>Attachment - Payoff Amount Email Attachment from Kane to Sendera Title</i>			
27.	<i>May 10 Email – Sendera Title Confirms Payoff Receipt</i>			
28.	<i>May 10 Email – Sendera Title Confirmation Order from HNGH</i>			
29.	<i>May 10 Email – Kane Clarifies Debtor Will Deliver Conf. Order</i>			
30.	<i>May 12 Email – Lindauer Requests Form Rescission Deed</i>			
31.	<i>May 12 Email – Kane Delivers Draft Rescission Deed for Debtor Review and Comments</i>			
31a.	<i>Attachment - Draft Rescission Deed Provided by Kane to Lindauer</i>			
32.	<i>May 23 Email – Sendera Title Requests Rescission Deed</i>			
33.	<i>May 24 Email – Sendera Title Requests HNGH Assistance with Closing – Cites Difficulty Locating Recorded Documents</i>			
33a.	<i>Attachment - Sendera Title May 24 Underwriting Checklist</i>			
34.	<i>May 24 Email – Kane to Inabnett Requesting Assistance Addressing Sendera Title Requests</i>			
35.	<i>May 26 Email – Kane to Sendera Title Regarding Happy State Bank Matters</i>			
36.	<i>May 27 Email – Kane Confirms Delivery of Executed Rescission Deed to Sendera Title</i>			
36a.	<i>Attachment - Executed Rescission Deed Delivered to Sendera Title</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
37.	<i>May 27 Emails – Kane's Full Written Exchange With First Guaranty Bank in Advance of Payoff Deadline</i>			
38.	<i>April 29 Email – Debtor Seeks Payoff Despite Agreeing to Same Month Earlier</i>			
39.	<i>April 29 Email – Kane Provides Payoff from Agreed Exhibit</i>			
39a.	<i>Attachment – Agreed Exhibit A Payoff</i>			
40.	<i>April 29 Email – Debtor Wants to Ensure No Payoff Change</i>			
41.	<i>April 29 Email – Walji Needs Clarification on Payoff Amount</i>			
42.	<i>April 29 Email – Kane Explains Source of Payoff for Walji</i>			
43.	<i>May 9 Email – Debtor Still Cannot Determine Payoff Amount</i>			
44.	<i>May 9 Email – Kane Questions Debtor's Need for Calculation</i>			
45.	<i>May 16 Email – Kane Requests Call with Debtor to Discuss Status for Closing</i>			
46.	<i>May 16 Email – Lindauer Agrees to Call re Closing Status</i>			
47.	<i>May 16 Email – Lindauer Seeks and Kane Agrees to Order Resolving Insider Guaranty Suit to be Held in Escrow</i>			
48.	<i>May 18 Email – Kane Again Seeks Closing Status Call</i>			
49.	<i>May 19 Email – Kane and Walji Agree to Closing Status Call</i>			
50.	<i>May 20 Email – Interested Party Seeks Authority to Deal with Happy State Bank</i>			
51.	<i>May 20 Email – HNGH Approves Happy State Bank Interaction with Interested Party</i>			
52.	<i>May 21 Email – Kane Confirms to Debtor that HNGH Granted Happy State Bank Authority to Deal with Interested Parties</i>			
53.	<i>May 23 Email – Happy State Bank Confirms Approval</i>			
54.	<i>May 26 Email – Kane Requests Support from Happy State Bank for Closing Documents on Expedited Basis</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
54a.	<i>Attachment – Happy State Bank Collateral Assignment</i>			
55.	<i>May 27 Email – HNGH Implores Happy State Bank to Expedite Closing Document Approvals to Preclude Debtor from Seeking Extension</i>			
56.	<i>May 27 Email – Kane Delivers Axos Termination to Debtor</i>			
56a.	<i>Attachment – Recorded Axos Termination Sendera Could Not Locate on Public Records</i>			
57.	<i>May 27 Email – Kane Delivers Copy of Executed Rescission Deed to Debtor's Counsel</i>			
57a.	<i>Attachment – Executed Rescission Deed</i>			
57b.	<i>Attachment – Exhibit B to Rescission Deed</i>			
57c.	<i>Attachment – Exhibit C to Rescission Deed</i>			
58.	<i>May 27 Email – Walji Intentionally Mischaracterizes Call In Effort to Secure Closing Date Extension, and Kane Rejects Walji Misrepresentations</i>			
59.	<i>May 27 Email – Kane to Lindauer re Walji Misrepresentations Undercutting Efforts to Close Transaction, Work in Good Faith</i>			
60.	<i>May 27 Email – Kane Delivers Collateral Assignment Termination Form to Happy State Bank</i>			
60a.	<i>Attachment – Draft Collateral Assignment Termination</i>			
61.	<i>May 27 Email – Kane Delivers to Debtor Draft Happy State Bank Collateral Assignment Termination</i>			
62.	<i>May 27 Email – Kane and Debtor's Counsel Discuss Three Title Companies Currently Working on Closing, Underwriting Title Policies</i>			
63.	<i>May 29 Email – Debtor Instructs HNGH to Stop Working on Closing Documents Pending Comments from Debtor</i>			
64.	<i>May 30 Email – Debtor Instructs Kane that Parties are Working on Closing But Request Use of Revised Rescission Deed</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
65.	<i>May 30 Email – Debtor Sends Drop Box Link to Closing Checklist, Revised Closing Documents, Alternative Form of Rescission Deed</i>			
65a.	<i>Drop Box Document – Lindauer Title Checklist and Demands for Closing</i>			
65b.	<i>Drop Box Document – Debtor's Revised Happy State Bank Release</i>			
65c.	<i>Drop Box Document – Debtor's Revised Happy State Bank Releases – Redline</i>			
65d.	<i>Drop Box Document – Debtor's Draft Agreed Rescission Deed</i>			
66.	<i>May 30 Email – Lindauer Clarifies that Debtor Requires Execution of its Draft Agreed Rescission Deed</i>			
67.	<i>May 30 Email – Kane Delivers Revised Agreed Rescission Deed in Form Substantially Similar to Debtor's Proposed Draft</i>			
67a.	<i>Attachment – HNGH's Revised Agreed Rescission Deed</i>			
68.	<i>May 30 Email – Kane Seeks Clarification from Lindauer on What Debtor Actually Needs to Close on May 31</i>			
69.	<i>May 30 Email – Kane Sends HNGH's Payoff and Release of Lien and Assignment of Rents to Debtor</i>			
69a.	<i>Attachment – HNGH's Draft Payoff and Release</i>			
70.	<i>May 31 Email – Debtor Instructs Kane that Closing Requests are Amalgamation of Demands from Potential Lenders and Title Companies</i>			
71.	<i>May 31 Email – Lindauer Forecasts Debtor's Inability to Close, Indicates Barton's Desire to "Buy Time" to Extend Closing Deadline</i>			
72.	<i>May 31 Email – Kane Sends Debtor Happy State Bank's Payoff and Requests Line Item on Closing Statement Deducted from HNGH Payoff Amount</i>			
72a.	<i>Attachment – Happy State Bank Payoff</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
73.	<i>May 31 Email – Kane Asks Lindauer to Provide Closing Title Company Contact and File Number Information to Happy State Bank Counsel</i>			
74.	<i>May 31 Email – Lindauer Informs Kane Debtor is Waiting on Revised List of Needs for Closing</i>			
75.	<i>May 31 Email – Debtor Still Has No Comments to Closing Documents Requested From and Delivered by HNGH</i>			
76.	<i>May 31 Email – Kane Responds to Debtor's Inquiry with List of Items HNGH Can Deliver at Closing on May 31</i>			
77.	<i>May 31 Email – Kane Again Requests Feedback on Closing Documents so HNGH Can Sign and Deliver, Warns Debtor Time is Running Out</i>			
78.	<i>May 31 Email – Lindauer Again Fails to Provide Closing Title Company Contact and File Number Information to Happy State Bank, Precluding Delivery of Collateral Assignment Termination and Escrow Instructions</i>			
79.	<i>May 31 Email – Kane Addresses Walji Comments to HNGH's Closing Deliverable List</i>			
80.	<i>May 31 Email – Kane Delivers Additional Publicly Available Recorded Documents to Debtor, Which Title Company Purportedly Could Not Locate</i>			
80a.	<i>Attachment – Recorded Assignment from 2999 Turtle Creek to HNGH</i>			
81.	<i>May 31 Email – Kane Delivers Additional Recorded Documents Related to Property to Debtor to Preempt Further Requests for Readily Available Public Records</i>			
82.	<i>May 31 Email – Kane Delivers HNGH Assumption and Assignment Document from Prior HNGH Closing</i>			
82a.	<i>Attachment – HNGH Assumption and Assignment - Executed</i>			
83.	<i>May 31 Email – Kane Instructs Debtor HNGH Will Provide Incumbency Certificate Establishing Authority for Entry Into Agreed Rescission Deed and Requests Closing Title Company Contact Information</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
84.	<i>May 31 Email – Walji Finally Clarifies Title Co.</i>			
85.	<i>May 31 Email – Walji Informs HNGH that Debtor Cannot Timely Close – Cites Letter from Potential Lender</i>			
85a.	<i>Attachment – Letter From Potential Lender Makes Clear Lender Could Not Possibly Close By Closing Deadline</i>			
86.	<i>May 31 Email – Kane Delivers HNGH Wire Instructions to Debtor for Payment at Closing</i>			
87.	<i>May 31 – Lindauer Requests Closing Date Extension</i>			
87a.	<i>Attachment – Debtor's No Consideration Extension Request</i>			
88.	<i>May 31 Email – Potential Lender or Equity Partner Lost His Driver's License So Needs More Time</i>			
88a.	<i>Attachment – Letter from Potential Lender/Equity Partner's Representative Suggesting Party Lost Driver's License So Can't Fund, and Needs More Time Anyway</i>			
89.	<i>May 31 Email – Kane Explains for Debtor Happy State Bank Payoff Line Item for Closing Statement</i>			
90.	<i>May 31 Email – Happy State Bank Cannot Deliver Release Because Debtor Never Provided Closing Title Company Contact Information or File Number</i>			
91.	<i>May 31 Email – Walji Seeks to Shift Blame for Failed Closing</i>			
92.	<i>May 31 Email – Walji Claims HNGH Breached Agreed Order by Failing to Deliver Closing Documents Within 1 Hour and 36 Minutes of Debtor's Requests</i>			
93.	<i>May 31 Email – Kane Responds to Walji, Notes Patent Inaccuracies and Contradictions in Walji Statements</i>			
94.	<i>May 31 Email – Kane Further Clarifies Happy State Bank Closing Statement Line Item Request to Lindauer</i>			
95.	<i>May 31 Email – Debtor Sends HNGH Litigation Hold Letter with Threat of Suit</i>			
95a.	<i>Attachment – Debtor's Litigation Hold Letter</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
96.	<i>May 31 Email – Kane Addresses Walji's Patently False Allegations Regarding Closing</i>			
97.	<i>May 31 Email – Kane Delivers Rule 11 Sanctions Notice to Lindauer, Walji, Debtor for Motion to Extend Deadlines</i>			
98.	<i>May 31 Email – Kane Denies Debtor's Request to Push Emergency Hearing Setting on Motion to Extend Deadlines</i>			
99.	<i>May 31 Email – ECF Notification of Debtor's Withdrawal of Motion to Extend Deadlines</i>			
100.	<i>February 24 Email – Walji Introduction</i>			
101.	<i>March 2 Email – Walji Seeks Call Regarding Kane Request for Status Conference</i>			
102.	<i>March 2 Email – Debtor Agrees to Status Conference</i>			
103.	<i>March 10 Email – Walji Offer After In-Person Negotiations Fails to Reflect Agreed Term</i>			
104.	<i>March 10 Email – Walji Admits Proposal Mischaracterizes Term</i>			
105.	<i>March 10 Email – Late-Night Negotiations Stall</i>			
106.	<i>March 11 Email – Walji Sends Letter With Page 1 Proposal Later Enumerated Into Agreement</i>			
106a.	<i>Attachment – Settlement Shown on Page 1</i>			
107.	<i>March 11 Email – Lindauer Requests Documents from HNGH Reflecting Agreement</i>			
108.	<i>March 11 Email – Kane Delivers Requested Documents to Debtor</i>			
109.	<i>March 11 Email – Kane Follows Up Regarding Status of Debtor Review</i>			
110.	<i>March 11 Email – Kane Again Follows Up Regarding Status of Debtor Review of Pleadings Enumerating Agreement, Notes Upcoming Travel</i>			
111.	<i>March 14 Email – Debtor Re-Trades Deal, Adds Terms to Order Not Agreed to in Settlement – HNGH Rejects</i>			

EXHIBIT	DESCRIPTION	OFFERED	OBJECTION	ADMITTED
112.	<i>March 14 Email – Barton Seeks to Avoid Releases and Indemnification – HNGH Rejects</i>			
113.	<i>March 14 Email – Debtor Requests 10 Day Extension to Payment Deadline – Attempts to Take Advantage of Known Travel</i>			
114.	<i>March 14 Email – Debtor Files Motion to Extend March 15 Payment Deadline – HNGH Opposes</i>			
115.	<i>March 14 Email – Debtor Seeks Court Approval of Re-Traded Deal – HNGH Rejects</i>			
116.	<i>March 16 Email – HNGH Rejects Debtor's Request for Non-Disclosures Regarding Bankruptcy Transactions</i>			
117.	<i>March 22 Email – Walji and Debtor Expect Emergency Approval by HNGH of Tall Ships Proposal</i>			
118.	<i>March 22 Email – HNGH Provides Feedback Detailing Debtor's Re-Trade of Settlement Agreement, Rejection of Then-Current Tall Ships Deal Structure</i>			
119.	<i>March 22 Email – HNGH Provides Additional Feedback on Tall Ships Structure and Lack of Compliance with Debtor's Agreement</i>			
120.	<i>March 23 Email – Kane and Lindauer Discuss Characterization of Tall Ships and Debtor's Attempt to Obtain Emergency Approval as Arguable End-Around Debtor's March 25 Payment Obligation</i>			
	Any pleadings, reports, or other documents filed in the Debtors' bankruptcy cases			
	Any exhibits offered by any other party			
	Any exhibits necessary for impeachment purposes			
	Any exhibits necessary for rebuttal purposes			

The HNGH reserves the right to (i) use any exhibits presented by any other party; (ii) use any exhibits not listed here for impeachment and rebuttal purposes; and (iii) supplement and amend this Witness and Exhibit List prior to the scheduled Hearing.

DATED: June 8, 2022

Respectfully submitted,

KANE RUSSELL COLEMAN LOGAN PC

By: /s/ John J. Kane

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 8, 2022, a true and correct copy of the foregoing document was filed with the Court and served (i) via the Court's electronic case filing system (ECF) upon all parties receiving such electronic service in this proceeding, and (ii) via e-mail on the parties listed below.

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